

# Exhibit A

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF GENESEE

597034

LERoy UNITED METHODIST CHURCH,  
10 Trigon Park  
LeRoy, New York 14482

**SUMMONS**

Plaintiff

v.

Index No.:

BROTHERHOOD MUTUAL INSURANCE COMPANY  
6400 Brotherhood Way  
P.O. Box 2227  
Fort Wayne, Indiana 46801

Defendant

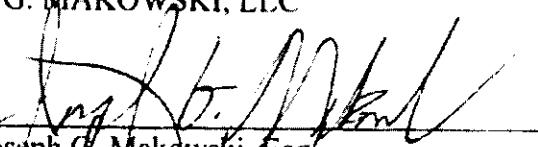
**TO THE ABOVE-NAMED DEFENDANT:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in the above-captioned action and serve a copy of your Answer on the Plaintiff's attorney within **twenty (20) days** after the service of this Summons, exclusive of the day of service or within thirty (30) days after completion of service where service is made in any other manner than by personal delivery within the State. The United State of America, if designated as a Defendant in this action, may answer or appear within sixty (60) days of service hereof. In case of your failure to appear or answer, judgment will be taken against you be default for the relief demanded in the Complaint.

Genesee County is designated as the place of trial. The basis of venue is the location of the Plaintiff herein.

DATED: March 16, 2022

JOSEPH G. MAKOWSKI, LLC

By: 

Joseph G. Makowski, Esq.  
Attorneys for Plaintiff  
Office and Post Office Address  
448 Delaware Avenue  
Buffalo, New York 14202  
Telephone: (716) 881-1890  
Facsimile: (716) 551-0828  
E-mail: jmakowski@aol.com

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF GENESEE

LEROY UNITED METHODIST CHURCH.

**VERIFIED COMPLAINT**

v.

Index No.:

BROTHERHOOD MUTUAL INSURANCE COMPANY

Defendant

Plaintiff, LEROY UNITED METHODIST CHURCH ("Plaintiff"), by and through its attorney, Joseph G. Makowski, LLC, for its Verified Complaint in this action alleges as follows:

**THE PARTIES**

1. At all times hereinafter mentioned, Plaintiff was and remains a Methodist Church located in the State of New York, County of Genesee and the Town of LeRoy.

2. Upon information and belief, at all times hereinafter mentioned, defendant Brotherhood Mutual Insurance Company was and remains a foreign corporation authorized to transact business in the State of New York, concentrating on insuring Christian ministries, including churches, colleges, universities and grade schools.

3. At all times hereinafter mentioned, defendant Brotherhood Mutual Insurance Company was and remains an insurance company authorized to issue policies for fire insurance, wind damage, water damage and property damage coverage in the State of New York.

**AS AND FOR A FIRST, SEPARATE AND DISTINCT CAUSE OF ACTION  
(DECLARATORY JUDGMENT)**

4. Plaintiff repeats and realleges each and every cause of action set forth in paragraphs "1" through "3" of this Verified Complaint as if and as though more fully set forth herein.

5. At all times relevant hereto, Plaintiff owned a building that housed a Methodist Church located at 10 Trigon Park, in the Town of LeRoy, New York.

6. For the period of January 1, 2020 through January 1, 2021, defendant Brotherhood Mutual Insurance Company issued a policy of insurance to Plaintiff for the premises located at 10 Trigon Park, LeRoy, New York under policy number 31M50495599.

7. On or about May 28, 2020, Plaintiff suffered property damage to its exterior bell tower, particularly the south and west sides, and to a lesser extent the north and east sides, of the premises located at 10 Trigon Park, in the Town of LeRoy, New York, resulting from wind damage due to a storm that hit the Western New York region.

8. Between May 28, 2020 and June 2, 2020, Plaintiff, upon discovering the aforesaid property damage, filed a claim with defendant Brotherhood Mutual Insurance Company for indemnity coverage for the property damage to the exterior bell tower of the premises located at 10 Trigon Park in the Town of LeRoy, New York.

9. On or about August 5, 2020, defendant Brotherhood Mutual Insurance Company arranged for an inspection of the premises to be conducted to determine the nature of the damage to Plaintiff's exterior bell tower.

10. By correspondence dated September 8, 2020, defendant's adjuster advised Plaintiff that the engineer who examined the bell tower determined the damage to the bell tower was "the 'result of long term deterioration of the building' ", that Plaintiff's policy did not cover such damage and "[d]ue to these policy exclusions, we will be unable to make a payment on this claim".

11. Plaintiff maintains the aforementioned property damage to its exterior bell tower was caused by the wind and does not agree with defendant Brotherhood Mutual Insurance

Company's, determination that the damage to the exterior bell tower was "the 'result of long term deterioration of the building' ".

12. A justiciable controversy exists between Plaintiff and defendant as to the obligations of defendant Brotherhood Mutual Insurance Company to provide indemnity coverage to Plaintiff for property damage suffered by it to the exterior bell tower of the premises located at 10 Trigon Park in the Town of LeRoy, New York.

13. Pursuant to CPLR § 3001, Plaintiff hereby demands a declaratory judgment against defendant Brotherhood Mutual Insurance Company that it has the contractual obligation to provide indemnity coverage to Plaintiff under policy number 31M5A0495599, in effect from January 1, 2020 through January 1, 2021, for property damage for the exterior bell tower of the premises at 10 Trigon Park in the Town of LeRoy, New York.

**AS AND FOR A SECOND, SEPARATE AND DISTINCT CAUSE OF ACTION  
(BREACH OF CONTRACT)**

14. Plaintiff repeats and realleges each and every cause of action set forth in paragraphs "1" through "13" of this Verified Complaint as if and as though more fully set forth herein.

15. Insurance policy 31M5A0495599, issued by defendant Brotherhood Mutual Insurance Company to Plaintiff, which was in effect for the period January 1, 2020 through January 1, 2020, is a binding contract between the parties.

16. In paying the premiums due for the policy, Plaintiff has fulfilled its obligations under the contract.

17. In failing to provide indemnity coverage to Plaintiff for the property damage suffered to its exterior bell tower, defendant Brotherhood Mutual Insurance Company has breached the contract.

18. In failing to provide indemnity coverage to Plaintiff, defendant Brotherhood Mutual Insurance Company is in breach of the terms of its insurance policy issued to Plaintiff under policy number 31MSA0495599, which was in effect for the period January 1, 2020 through January 1, 2020 inclusive.

19. That as a result of defendant Brotherhood Mutual Insurance Company's breach of the contract, Plaintiff has suffered damages in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00).

**WHEREFORE**, Plaintiff LEROY UNITED METHODIST CHURCH, demands judgment against defendant Brotherhood Mutual Insurance Company as follows:

a. On its first cause of action, declaratory judgment adjudicating defendant Brotherhood Mutual Insurance Company has the contractual obligation to provide indemnity coverage to the Plaintiff for property damage incurred to the exterior bell tower of the premises located at 10 Trigon Park in the Town of LeRoy, New York;

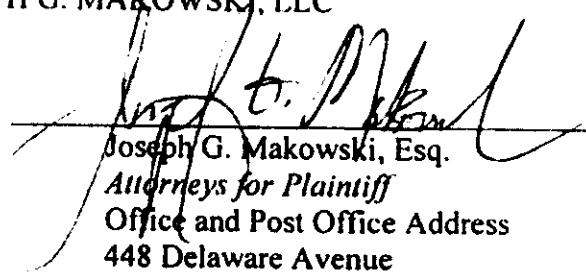
b. On its second cause of actions, a money judgment against defendant Brotherhood Mutual Insurance Company for breach of contract in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00); and

[INTENTIONALLY LEFT BLANK]

c. Such other and further relief as to this Court seems just and proper.

DATED: March 16, 2022

JOSEPH G. MAKOWSKI, LLC

By: 

Joseph G. Makowski, Esq.  
*Attorneys for Plaintiff*  
Office and Post Office Address  
448 Delaware Avenue  
Buffalo, New York 14202  
Telephone: (716) 881-1980  
Facsimile: (716) 551-0828  
E-mail: [jmakowski@aol.com](mailto:jmakowski@aol.com)

TO: Brotherhood Mutual Insurance Company  
6400 Brotherhood Way  
P.O. Box 2227  
Fort Wayne, IN 46802-2227

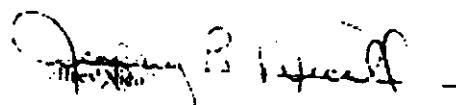
VERIFICATION

STATE OF NEW YORK  
COUNTY OF GENESSEE  
TOWN OF LEROY

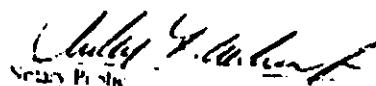
JEREMY NICKOL, being duly sworn, deposes and says

I am the Chairman of the Board of Trustees of the Leroy United Methodist Church, located in this town.

I have read the foregoing complaint and know the content thereof.  
The same is true to the best of my belief as to all matters not stated upon information  
and belief, and as to those matters I believe them to be true.



Swear to before me this 16<sup>th</sup> day of  
March 2022.



Notary Public

JOHN F. WHITING  
NOTARY PUBLIC, STATE OF NEW YORK  
Genesee County  
Registration No. 020400336169  
My Commission Expires Jan. 26, 2024

9/9/2020 2:17:37 PM (GMT-04:00)

FROM: Kimberlee LaBell<klabell@BlakeAdjusters.com>  
TO: Brotherhood Mutual Ins. Co. (claims@brotherhoodmutual.com)  
SENT: Wednesday, September 9, 2020 2:17:34 PM Eastern Daylight Time  
SUBJECT: 597034 / 20 C 19578 - 3rd & Closing Report  
ATTACHMENTS: img09092020\_0001.pdf;

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Your message is ready to be sent with the following file or link attachments:

img09092020\_0001

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



*Blake Adjusters, Inc.*  
**ACCOUNTS RECEIVABLE**  
48 JEFFERSON ST  
DANSVILLE, NY 14437



# INVOICE

DATE

INVOICE #

TAX ID # 16-1537868

9/9/2020

16877

**BILL TO:**

Brotherhood Mutual Insurance Company  
PO Box 2228  
Fort Wayne, IN 46801-2228  
Attn: Claims Department

<b>Our File No.</b>	20 C 19578
<b>Your File No.</b>	597034
<b>Insured</b>	Leroy United Methodist Church
<b>Claimant</b>	N/A
<b>Date of Loss</b>	5/28/20

DESCRIPTION	AMOUNT
Adjusting Services Performed by Chet A. Yanni	
Automobile Mileage	10.0 Hours 600.00
Photograph(s)	65 44.20
Office Charge	20 50.00
Telephone Expense	96.00 22.50

Accounts payable upon receipt. Accounts in excess of 30 days outstanding are subject to a 2% per month Service Charge calculated on a daily basis, making an annual percentage rate of 24%.

**er TOTAL**

**\$812.70**



# Blake Adjusters, Inc.

[claims@blakeadjusters.com](mailto:claims@blakeadjusters.com)

Toll Free 800-727-9764

PO Box 107  
Dansville, NY 14437  
585-335-8392  
585-204-4110 Fax

PO Box 23583  
Rochester, NY 14692  
800-727-9764  
585-427-2668 Fax



September 8, 2020

Brotherhood Mutual Insurance Company  
6400 Brotherhood Way, PO Box 2228  
Fort Wayne, IN 46801-2228

*Attn: Cory Guntle*

**RE: Our File No.: 20C19578**  
**Co. File No.: 597034**  
**Insured: Leroy United Methodist Church**  
**Claimant: N/A**  
**Date of Loss: 5/28/2020**

**Dear Mr. Guntle:**

This is our 3<sup>rd</sup> and closing report on this file.

**Enclosures:** 1.) Closing invoice

**Remarks:**

Per our phone conversation on September 8<sup>th</sup>, 2020 it's our understanding you will be issuing a denial letter to the insured regarding this claim.

Should you have any questions regarding this loss, please contact the undersigned. At this time, there appears to be no further loss, therefore we are closing/bill this file.

It was my pleasure to work with you on this assignment. I look forward to working with you in the future.

Very truly yours,

*Chet Yanni*  
Chet Yanni

*CM*

*CY/cm*  
*Encs.*

June 4, 2020



### Limited Assignment

**To:** Blake Adjusters  
**Email:** claims@blakeadjusters.com  
**From:** W Cory Guntle

**Claim:** 597034      **Named Insured:** Leroy United Methodist Church  
**Policy:** 31M0495599      **Contact Person:** Jeff Nicoll  
**Loss date:** 05/28/2020      **Phone Number(s):** 585-993-3705  
**Loss Cause:** Water Damage-Weather  
**Location:** 10 Trigon Park Le Roy, NY 14482

\* The assigned field adjuster must receive a copy of this Limited Assignment Sheet \*

#### Assignment Guidelines

- **Billing is time and expense - fee schedules will apply in CAT situations when previously approved**
- Do NOT make coverage commitments to the policyholder
- Do NOT send written correspondence to the policyholder except as necessary for the appointment, or to send or receive documentation, such as estimates
- Call the policyholder within 24 hours, follow up within 48 hours later if no reply
- **Personal inspection** of the damage by the assigned adjuster is required on **every case**
- Provide a reserve recommendation within 3 days of inspection – but if reserves will exceed \$100,000, then call the home office adjuster to discuss
- Contact the home office adjuster if coverage questions arise, before the estimate is done
- Full captioned reports are not necessary; reports should be in keeping with our limited assignment parameters
- Please provide a first report within 10 days of the inspection
- **Email reports to claims@brotherhoodmutual.com**

#### Assignment Instructions

If you see additional activity that might be necessary, other than outlined below, please contact the Brotherhood adjuster to discuss:

- Obtain photographs of the damaged property
- Review the policyholder's estimate(s)
- Write your estimate of the damages, including depreciation where applicable

(You should attempt to secure an agreed price with the named insured and/or their contractor, emphasizing that final coverage decisions are made by Brotherhood Mutual.)

- Document and preserve any evidence for subrogation, and notify the adjuster immediately with those details

#### **Additional comments/instructions:**

- See loss notice and dec. pages for additional information.

**Thank you for helping us serve our customers!**